

Aspen Title
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TRUST DEED

Vol. 1799 Page 5710

George R. Beggs, Inc.
P. O. Box 4, South Fork Road
Dayville, OR 97825
Grantor's Name and Address
John O. and Wanda J. Hintze
12050 Crystal Springs Road
Klamath Falls, OR 97603
After recording, return to (Name, Address, City)
John O. and Wanda J. Hintze
12050 Crystal Springs Road
Klamath Falls, OR 97603
Aspen Title, 525 Main St.
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON,
County of } ss.
I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____
Record of _____ of said County.
Witness my hand and seal of County
affixed.
By _____ NAME _____ TITLE _____ Deputy.

THIS TRUST DEED, made this 21st day of January, 1999, between
George R. Beggs, Inc., a California corporation
Aspen Title and Escrow, Inc. _____, as Grantor,
John O. Hintze and Wanda J. Hintze _____, as Trustee, and
_____, as Beneficiary,
WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in
Klamath _____ County, Oregon, described as:

See attached Exhibit A.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now
or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with
the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of such obligation of grantor, trustee, and payment of the sum
of Grantor's Guaranty, a copy of which is attached hereto as Exhibit 1 and by this
reference incorporated herein
of even date herewith payable to beneficiary or order, and made by grantor, the final payment of principal and interest hereof, if
not paid by the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note
becomes due and payable.

- To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or im-
provement thereon; not to commit or permit any waste of the property.
- To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed,
damaged or destroyed thereon, and pay when due all costs incurred therefor.
- To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary
so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and
to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching
agencies as may be deemed desirable by the beneficiary.
- To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or
damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$
written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-
ficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary
at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-
cure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon
any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected
or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-
under or invalidate any act done pursuant to such notice.
- To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or
assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and
promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums
liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-
ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note
secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of
the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments,
with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are
bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice,
and the nonpayment thereof shall at the option of the beneficiary, render all sums secured by this trust deed immediately due and pay-
able and constitute a breach of this trust deed.
- To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the
trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
- To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee;
and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed
or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and ex-
penses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees mentioned in this para-
graph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor
further agrees to pay such sum at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.
It is mutually agreed that:
- In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-
ficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank,
trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company out-
fitted to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow
agent licensed under ORS 696.505 to 696.585.

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of the and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, in being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to an trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (a) primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Sonny Fields
Sonny Fields
Frances Beggs
Frances Beggs

STATE OF OREGON, County of Klamath _____) ss.

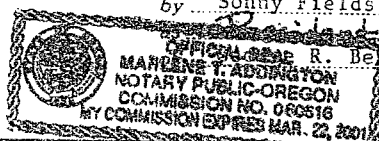
This instrument was acknowledged before me on _____

by _____ This instrument was acknowledged before me on January February 12 1999

by Sonny Fields & Frances Beggs

President & Secretary

OFFICIAL OF R. Beggs, Inc., a California corporation.



Margaret T. Addington
Margaret T. Addington

Notary Public for Oregon My commission expires 3-22-01

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, or payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to:

DATED: _____ 19____
Do not lose or destroy this Trust Deed OR THE NOTE which it secures.
Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

EXHIBIT "A"

5712

PARCEL 1:

A tract of land being a portion of Parcels 2 and 3 of Land Partition 28-83 situated in the W 1/2 of Section 27 and the E 1/2 of Section 28, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Parcel 2; thence along the Westerly boundary of said Parcel 2 South 08 degrees 19' 50" West 406.94 feet, South 32 degrees 08' 50" East 525.15 feet, South 08 degrees 27' 56" West 1184.39 feet, South 02 degrees 01' 38" East 1230.51 feet to the Southwest corner of said Parcel 2; thence South 02 degrees 01' 38" East 319.20 feet; North 87 degrees 52' 51" East 2713.72 feet; thence North 06 degrees 40' 40" East 323.00 feet; thence North 22 degrees 05' 37" West 144.19 feet; thence North 63 degrees 34' 48" West 207.25 feet; thence North 17 degrees 43' 14" East 623.04 feet; thence North 29 degrees 29' 46" West 597.28 feet; thence North 54 degrees 32' 45" West 184.00 feet; thence South 86 degrees 44' 14" West 374.61 feet; thence South 87 degrees 51' 12" West 513.75 feet; thence South 50 degrees 28' 40" West 36.19 feet; thence North 1758.68 feet to a point on the North line of said Parcel 2; thence along said North line, North 89 degrees 43' 32" West 979.04 feet and North 89 degrees 54' 58" West 461.86 feet to the point of beginning, with bearings based on record of Survey 4048.

PARCEL 2:

Parcel 3 of Minor Land Partition 28-83, situated in the W 1/2 of Section 27, the NE 1/4 of Section 33, the NW 1/4 of Section 34 and the SE 1/4 of Section 28, all in Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon. LESS AND EXCEPT the following portion:

A tract of land being a portion of Parcel 3 of Land Partition 28-83 to be added to Parcel 2 of said Land Partition for Property Line Adjustment 29-98, situated in the SE 1/4 of Section 28 and the SW 1/4 of Section 27, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Continued on next page

EXHIBIT "A" CONTINUED

Beginning at the Southwest corner of said Parcel 2; thence North 87 degrees 52' 51" East, along the line common to said Parcels 2 and 3, 2762.60 feet; thence South 06 degrees 40' 40" West 323.00 feet; thence South 87 degrees 52' 51" West 2713.72 feet; thence North 02 degrees 01' 37" West 319.20 feet to the point of beginning, with bearings based on record of Survey 4048.

PARCEL 3:

A tract of land being a portion of Parcel 2 of Land Partition 28-83 to be added to Parcel 3 of said Land Partition for Property Line Adjustment 29-98 being situated in the W 1/2 of Section 27, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 2; thence South 87 degrees 52' 51" West along the South line of said Parcel 2, 96.50 feet; thence North 22 degrees 05' 48" West 144.19 feet; thence North 63 degrees 34' 48" West 207.25 feet; thence North 17 degrees 43' 14" East 623.04 feet; thence North 29 degrees 29' 46" West 597.28 feet; thence North 54 degrees 32' 45" West 184.00 feet; thence South 86 degrees 44' 14" West 374.61 feet; thence South 87 degrees 51' 12" West 513.75 feet; thence South 50 degrees 28' 40" West 36.19 feet; thence North 1758.68 feet to a point on the boundary of said Parcel 2; thence along the boundary of said Parcel 2, South 89 degrees 43' 32" East 1376.76 feet, South 51 degrees 44' 00" West 42.42 feet; thence along the arc of a curve to the left (radius equals 311.48 feet and central angle equals 14 degrees 18' 00") 77.74 feet, South 37 degrees 26' 00" West 261.90 feet, South 52 degrees 34' 00" East 5.00 feet; South 37 degrees 26' 00" West 151.82 feet, along the arc of a curve to the left (radius equals 115.49 feet and central angle equals 52 degrees 54' 00") 106.63 feet, South 15 degrees 28' 00" East 95.29 feet, along the arc of a curve to the left (radius equals 306.48 feet and central angle equals 25 degrees 00' 00") 133.73 feet, South 40 degrees 28' 00" East 286.30 feet, along the arc of a curve to the right (radius equals 123.24 feet and central angle equals 23 degrees 00' 00") 49.47 feet, South 17 degrees 28' 00" East 140.00 feet, along the arc of a curve to the right (radius equals 361.97 feet and central angle equals 19 degrees 00' 00") 120.03 feet, South 01 degrees 32' 00" West 225.73 feet, North 88 degrees 28' 00" West 5.00 feet, South 01 degrees 32' 00"

Continued on next page

EXHIBIT "A" CONTINUED

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West 71.20 feet, along the arc of curve to the left (radius equals 406.97 feet and central angle equals 20 degrees 00' 00") 142.06 feet, South 18 degrees 28' 00" East 109.96 feet, along the arc of a curve to the right (radius equals 261.48 feet and central angle equals 10 degrees 30' 00") 47.92 feet, South 07 degrees 58' 00" East 260.80 feet, along the arc of a curve to the right (radius equals 547.96 feet and central angle equals 07 degrees 30' 00") 71.73 feet, South 00 degrees 28' 00" East 371.76 feet, South 05 degrees 18' 00" East 198.03 feet, South 09 degrees 18' 00" East 185.68 feet, along the arc of a curve to the right (radius equals 118.24 feet and central angle equals 16 degrees 20' 00") 33.71 feet, South 07 degrees 02' 00" West 124.34 feet, and South 03 degrees 02' 00" West 68.87 feet to the point of beginning, with bearings based on record of Survey No. 4048.

CODE 162 MAP 3910 TL 3300
 CODE 164 MAP 3910-2800 TL 100
 CODE 164 MAP 3910-3300 TL 100
 CODE 162 MAP 3920-3400 TL 300

STATE OF OREGON : COUNTY OF KLAMATH:

ss.

Filed for record at request of Aspen Title & Escrow the 18th day
 of February A.D., 1999 at 3:34 o'clock P. M., and duly recorded in Vol. M99
 of Mortgages on Page 5710

FEE \$30.00

Linda Smith, County Clerk

by Kathleen Rose